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17 HÄSTENS SÄNGAR AB,
18 Plaintiff/Counter-Defendant,
19 v.
20 E.S. KLUFT & COMPANY, INC., a
21 Delaware Corporation; and
22 KLUFT IPCO, LLC, a Delaware Limited
Liability Company,
23 Defendants/Counterclaimants.

Case No.: 3:17-cv-01772-JD

**STIPULATION AND {PROPOSED}
ORDER OF DISMISSAL WITHOUT
PREJUDICE**

Hon. James Donato
United States District Court Judge

24 || AND RELATED COUNTERCLAIM

1 Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, and in accordance with a
2 settlement reached by and between the Parties to the above-entitled action, which is reflected in a
3 confidential written settlement agreement, Plaintiff and Counter-Defendant Hästens Sängar AB
4 and Defendants and Counterclaimants E.S. Kluft & Company, Inc. and Kluft IPCO, LLC (the
5 “Parties”), by and through their respective counsel of record, hereby stipulate and agree that the
6 above-entitled action shall be, and hereby is, **DISMISSED WITHOUT PREJUDICE** in its
7 entirety, including the Counterclaim. Each of the Parties shall bear its own attorneys’ fees and
8 costs.

9 The Court shall retain jurisdiction to enforce the Parties' settlement.

10 || IT IS SO STIPULATED.

11 || Respectfully submitted,

12 || Dated: December 4, 2017 NIXON PEABODY LLP

13 /s/ Robert A. Weikert
14 Robert A. Weikert
Attorneys for Plaintiff and Counter-Defendant
Hästens Sängar AB

16 || GREENBERG TRAURIG, LLP

17 Dated: December 4, 2017 /s/ Nicholas A. Brown
18 Nicholas A. Brown, Esq.
19 Attorneys for Defendants and Counterclaimants
E.S. Kluft & Company, Inc. and
Kluft IPCO, LLC

21 || **SIGNATURE ATTESTATION**

22 Pursuant to Civ. L.R. 5-1(i), I hereby attest that all other signatories listed, and on whose
23 behalf the filing is submitted, concur in this document's content and have authorized the filing of
24 this document with the use of their electronic signature.

25 || NIXON PEABODY LLP

26 DATED: December 4, 2017 /s/ Robert A. Weikert
27 Robert A. Weikert
Attorneys for Plaintiff
Hästens Sängar AB

ORDER

Plaintiff and Counter-Defendant Hästens Sängar AB and Defendants and Counterclaimants E.S. Kluft & Company, Inc. and Kluft IPCO, LLC, being all of the parties of record in this action, having reached a settlement which is reflected in a confidential written settlement agreement, and having stipulated by and through their respective counsel of record, and the Court having accepted the stipulation of the parties,

IT IS HEREBY ORDERED that the above-entitled action shall be, and hereby is, DISMISSED WITHOUT PREJUDICE in its entirety, including the Counterclaim.

IT IS FURTHER ORDERED that each of the parties shall bear its own attorneys' fees and costs, and that the Court shall retain jurisdiction to enforce the settlement.

IT IS SO ORDERED.

Dated: December 7 2017

